

Bond #: _____

EXCAVATION BOND

To Cover Excavations on Property and Highways
Belonging to Sandy City

KNOW ALL MEN BY THESE PRESENTS:

THAT, we, _____, as Principal,
and _____, as Surety, are jointly and severally held firmly
bound unto Sandy City, State of Utah, as Obligee, in the sum of \$ _____, lawful
money of the United States for which payment well and duly to be made, we and each of us bind
ourselves and each of our successors and assigns jointly and severally by these presents.

Signed and Sealed this _____ day of _____, 20_____.

IN WITNESS WHEREOF, Principal has signed this bond and said Surety has caused these
presents to be signed by its duly authorized officer and its corporate seal to be affixed hereto. The
conditions of this obligation are such that:

WHEREAS, Principal has or is about to obtain from the Obligee, a permit(s) for making
excavations in connection with underground utilities, waterways, or other improvements within the
Public Way of Sandy City; and

WHEREAS, Principal is required by ordinance to file with the Sandy City Public Works
Department a bond acceptable to the City guaranteeing that all excavation work in Public Way of
Sandy City shall be restored in accordance with the standard specifications of Sandy City;

NOW, THEREFORE, the condition of this obligation is such that on or after the _____ day
of _____, 20_____, Principal shall in all respects comply with all the applicable

terms, conditions, provisions, requirements and specifications of the Sandy City Development Code, Sandy City Traffic Code, Sandy City Design Standards and Sandy City Standard Specifications and the terms and conditions upon which the said permit(s) have been approved, and which terms and conditions will be incorporated by reference in said excavation permit(s) when issued, and shall fully perform his, their or its obligations in completing the work for which said permit is issued, and shall well and truly and in a manner satisfactory to the Sandy City Public Works Department, complete the work described in said approved permit(s), and shall save harmless and indemnify Sandy City, State of Utah from any loss, costs, expense or damage incurred through the failure of the Principal, its agents, and servants to complete the work as required by the any law, statute, ordinance, rules, regulations or requirements which pertain to such permits, including but not limited to the Sandy City Design Standards and Sandy City Standard Specifications and as may be further specified in his approved permit(s), or from any damages growing out of the negligence of the Principal or its agents, servants or employees and in particular shall restore all excavations made within the Public Way of Sandy City in accordance with the specifications of Sandy City and shall guarantee restoration of the work site, normal wear and tear excepted, for a period of one (1) year from the date of final written acceptance by the City of restoration for all the excavations made by Principal under such permit(s).

This obligation shall remain in full force and effect and this bond shall be deemed continuous in form and shall remain in force and effect for all excavations in the Public Way of Sandy City made by Principal pursuant to all such permits approved by Sandy City on or after the _____ day of _____, 20____ unless terminated or canceled in the manner hereafter provided. The Surety herein reserves the right to withdraw as such surety except as to any liability already incurred hereunder or as to any future liability which may incur from work pursuant to a permit already issued at the time of withdrawal by the giving of thirty (30) days written notice of withdrawal sent by certified mail to the Principal and to the Sandy City Engineer.

Regardless of the period this bond shall be in force, the aggregate liability of the Surety

hereunder shall at no time exceed the penal sum of the bond.

IN WITNESS WHEREOF, said Principal has signed these presents and said Surety has caused these presents to be signed by its duly authorized officers and its corporate seal to be affixed hereto the day and year first hereinabove set forth.

Principal:

By _____

Name _____

Title _____

Mailing Address:

SURETY:

By _____

Name _____

Title _____

Mailing Address:

STATE OF UTAH)
 : ss.
County of Salt Lake)

(Surety)

_____, being first duly sworn on oath,
deposes and says: that s/he is the Attorney-in-Fact of _____, a
corporation organized under the laws of the State of _____ and that s/he is duly
authorized to execute and deliver the foregoing obligation; that the said _____ is
authorized to execute the same, and has complied in all respects with the laws of the State of Utah, in
reference to becoming the sole surety upon bonds, undertakings and obligations.

Attorney-in-Fact

Subscribed and Sworn to before me this _____ day of _____, 20_____.

NOTARY PUBLIC, Residing in

My Commission Expires:

(Attach Power of Attorney)

STATE OF UTAH)
 : ss.
County of Salt Lake)

(Complete if Principal is an individual)

On this _____ day of _____, 20_____, presently appeared before
me _____, the signer(s) of the foregoing instrument,
who duly acknowledged to me that he\she (they) executed the same.

NOTARY PUBLIC, Residing in

My Commission Expires:

STATE OF UTAH)
 : ss.
County of Salt Lake)

(Complete if Principal is a Corporation)

On this _____ day of _____, 20_____, personally appeared before me _____, who is being by me duly sworn, did say that s/he is the _____ of _____, a _____ corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and s/he acknowledged to me that said corporation executed the same.

NOTARY PUBLIC, Residing in

My Commission Expires:

STATE OF UTAH)
 : ss.
County of Salt Lake)

(Complete if Principal is a Partnership)

On this _____ day of _____, 20_____, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, a partnership, and that the foregoing instrument was signed in behalf of said partnership and that said partnership executed the same.

NOTARY PUBLIC, Residing in

My Commission Expires:
